

Article 25. Miscellaneous

Section 25.1 Guaranty. If a Guarantor of this lease is identified in Article 1 of this lease, the following shall apply: At the time this lease is executed and delivered, Tenant shall deliver to Landlord, concurrently with this lease, a guaranty executed by the Guarantor, and properly acknowledged, in the form annexed hereto as Exhibit H. Tenant represents and acknowledges that Guarantor is a principal of Tenant.

Section 25.2 Patriot Act. Tenant certifies and represents, both on the date of execution and delivery of this lease and during the entire Term, that neither Tenant nor any subtenant of Tenant nor any person or entity that owns any direct or indirect beneficial interest in Tenant or such subtenant is, or is acting directly or indirectly for or on behalf of, any group, entity, or nation, named by any Executive Order of the President of the United States or the United States Treasury Department as a terrorist or other "Specially Designated National and Blocked Person," or other person, entity, nation or transaction banned or blocked pursuant to any law, order, rule or regulation that is enforced or administered by the United States Office of Foreign Assets Control or any successor entity, agency or department (an "SDN"). If Tenant is a privately owned entity, the persons listed on Exhibit I annexed hereto constitute all of the officers, directors, general partners, and persons and/or entities owning twenty-five (25%) percent or more of the shares, membership interests, or partnership interests (as the case may be) of Tenant (collectively, the "Principals") as of the date of execution and delivery of this lease. If Tenant is comprised of more than one person or entity, the foregoing certification is made as to each person and entity comprising Tenant. Any renewal right contained in this lease is void and of no force or effect if Tenant, or any of the persons and/or entities comprising Tenant (if Tenant is comprised of more than one person or entity), or any of the Principals of Tenant, are listed as an SDN at the date of renewal. If Tenant is a privately owned entity, Tenant shall, from time to time, furnish Landlord with a list of Principals of Tenant.

Section 25.3 Financial Statements. Within thirty (30) days after Landlord's request (which request may be made no more than once for each fiscal year of Tenant), Tenant shall deliver to Landlord Tenant's and each Guarantor's financial statements, in form and scope reasonably satisfactory to Landlord, for Tenant's and each Guarantor's most recent fiscal year (or the preceding fiscal year, if the most recent fiscal year ended only within the last 90 days before Landlord's request). The financial statements Tenant delivers to Landlord shall be audited only if such financial statements are audited for any other purpose, and if not audited, shall be certified as true and complete by Tenant's chief operating officer or chief financial officer. Tenant shall promptly notify Landlord of any material event or occurrence that relates to Tenant's or any Guarantor's creditworthiness.

Section 25.4 General. (a) Subject to the provisions of this lease, this lease shall bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns. No person is intended to be a third party beneficiary of this lease.

(b) This lease may not be changed or terminated, in whole or in part, except in a writing signed by Landlord and Tenant.

(c) Notwithstanding any provision of this lease, or any Laws, to the contrary, or the execution of this lease by Tenant, this lease shall not bind or benefit Landlord or Tenant, unless and until this lease is signed and delivered by both Landlord and Tenant.

(d) No act or omission of Landlord or Tenant, or their respective employees, agents or contractors, including the delivery or acceptance of keys, shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless it is in a writing signed by Landlord.

(e) The captions in this lease are for reference only and do not define the scope of this lease or the intent of any term. All Article and Section references in this lease shall, unless the context otherwise specifically requires, be deemed references to the Articles and Sections of this lease.

(f) If any provision of this lease, or the application thereof to any person or circumstance, is invalid or unenforceable, then in each such event the remainder of this lease or the application of such provision to any other person or any other circumstance (other than those as to which it is invalid or unenforceable) shall not be affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by all applicable Laws.

(g) There shall be no presumption against Landlord because Landlord drafted this lease or for any other reason.

(h) If there is then no Default, Tenant may peaceably and quietly enjoy the Premises without hindrance by Landlord or any person lawfully claiming under Landlord, subject however, to the terms of this lease.

(i) Tenant hereby waives any rights Tenant may have in connection with any zoning lot merger, zoning application, or subdivision or transfer of development rights with respect to the Real Property or any part thereof, including any rights Tenant may have to be a party to or to execute or contest any instrument providing for such merger, subdivision or transfer.

(j) If Tenant is comprised of two or more persons, the liability of those persons under this lease shall be joint and several. Wherever appropriate in this lease, personal pronouns shall be considered to include the other gender and the singular to include the plural.

(k) Tenant shall not record this lease or any memorandum of this lease.

(l) This lease shall be governed by, and construed in accordance with, the Laws of the State of New York.

In Witness Whereof, Landlord and Tenant have executed this lease on the date
of this lease.

Landlord

By: 

Name: Roger Bradshaw

Title: *owner pres* 

Tenant

By: 

Name: Johnny Edwards

Title: Authorized signatory for Growth Mindset Learning Lab, LLC

Exhibit A**Fixed Rent**

<u>MONTHS</u>	<u>ANNUAL FIXED RENT</u>	<u>MONTHLY INSTALLMENT</u>
1 – 12	\$108,000.00	\$9,000.00
13 – 24	\$112,320.00	\$9,360.00
25 – 36	\$116,812.80	\$9,734.40
37 – 48	\$121,485.36	\$10,123.78
49 - 60	\$126,344.76	\$10,528.73
61-72	\$131,398.56	\$10,949.88
73-84	\$136,654.44	\$11,387.87
85-96	\$142,120.68	\$11,843.39
97-108	\$147,805.44	\$12,317.12
109-120	\$153,717.72	\$12,809.81
121-132	\$159,866.40	\$13,322.20
133-144	\$166,261.08	\$13,855.09
145-156	\$172,911.48	\$14,409.29
157-168	\$179,827.94	\$14,985.66
169-180	\$187,021.06	\$15,585.09



Certificate of Occupancy

CO Number: 300541527F

This certifies that the premises described herein conforms substantially to the approved plans and specifications and to the requirements of all applicable laws, rules and regulations for the uses and occupancies specified. No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued. *This document or a copy shall be available for inspection at the building at all reasonable times.*

A. Borough: Brooklyn Address: 381 MYRTLE AVENUE Building Identification Number (BIN): 3058181	Block Number: 02046 Lot Number(s): 96 Building Type: Altered	Certificate Type: Final Effective Date: 10/16/1997
<i>For zoning lot metes & bounds, please see BISWeb.</i>		
B. Construction classification: 3 (Prior to 1968 Code) Building Occupancy Group classification: COM (Prior to 1968 Code) Multiple Dwelling Law Classification: None No. of stories: 2 Height in feet: 22 No. of dwelling units: 2		
C. Fire Protection Equipment: None associated with this filing.		
D. Type and number of open spaces: None associated with this filing.		
E. This Certificate is issued with the following legal limitations: None		
Borough Comments: None		

Borough Commissioner

Commissioner